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**HOME SCHOOL LEGAL DEFENSE FOUNDATION****Town of Purcellville Rezoning Application RZ98-1****Town of Purcellville Special Use Permit Application SUP98-2****Town of Purcellville Comprehensive Plan Amendment Application CPA98-1****PROFFER STATEMENT**

December 8, 1998

Home School Legal Defense Foundation (the "Owner"), as Owner of three parcels of contiguous real property described as Loudoun County Tax Map 36-18A, 36-71A, and 36-72A (the "Property") and as Applicant in Town of Purcellville Rezoning Application RZ98-1, Town of Purcellville Special Use Permit Application SUP98-2, and Town of Purcellville Comprehensive Plan Amendment Application CPA98-1, hereby voluntarily proffer, pursuant to Section 15.2-2297 et seq. of the Code of Virginia (1950), as amended, and Section 6.2 of Article 10 of the Town of Purcellville Zoning Ordinance (1991), as amended, that in the event the Property is rezoned by the Town Council of the Town of Purcellville, Virginia (the "Town") from the X, Transitional District, to the R-1 Single-family Residential District and the C-1 Commercial Office District, the development of the Property shall be subject to the following terms and conditions:

1. The Property will be developed in substantial conformance with the Rezoning & Special Exception Concept Plan (the "Plan") Sheets 1, 2, 3, and 4 of 4, prepared by Clint Good Architects et al, dated March 18, 1998 (revised October 30, 1998). However, reasonable allowance and changes to the Plan shall be permitted to address engineering issues and the order of construction of buildings and related site improvements.
2. The campus architecture will relate to the colonial period and Jeffersonian style proportions. Materials such as brick and wood trim elements will be used as linkages to unify the campus structures. Colonnades will be incorporated to identify the entries and add formality to many of the buildings. Said architecture will be subject to approval during final site plan review by the Town's Planning Commission. Said approval of architecture must be granted upon meeting the objective standards of this proffer.
3. The Owner will meet Virginia Department of Transportation (VDOT) requirements for commercial entrances, including turning lanes.
4. The Owner will contribute \$40,000 to the Town for the construction of traffic signals at the entrance to the Property. Said contribution will be made within ninety days of funding by VDOT for the installation of said traffic signal. The amount of said contribution shall be adjusted upward to reflect changes in the Consumer Price Index as prepared for the Metropolitan Washington Statistical Area from the date of the approval of the rezoning.
5. The Owner agrees to sell to the Town (or other appropriate and applicable governmental jurisdiction), at some future time within five years from the date of approval of this rezoning, up to one

(1.0) acre of the Property immediately adjacent to the northwest corner of parcel described in Loudoun County Tax Map as #36-18A for the sole purpose of enlarging the interchange at Rte. 287 and the Rte. 7 Bypass. Purchase price of said land will be based on its fair-market appraised value, without improvements (as determined by an independent appraiser), at the time of sale. The assessment of the fair market value of the land shall assume that the land could be otherwise developed and built upon.

6. All contributions for fire and rescue services will be governed in accordance with the October 1, 1998 Memorandum of Understanding between the Owner and Purcellville Volunteer Rescue Squad (PVRS) containing the following terms and conditions pursuant to the conveyance of a certain 2.5 acre portion of the Property from the Owner to PVRS.

Memorandum of Understanding  
Between Home School Legal Defense Foundation and Purcellville Volunteer Rescue Squad

October 1, 1998

HSLDF offers to give to PVRS approximately 2.5 acres of land at the corner of Route 287 and Business 7 under the following terms and conditions:

1. This gift is in lieu of all one-time and annual contributions for both fire and rescue. Nothing contained in the language concerning calculation of a price offset in the event of the exercise of the first right of option to purchase shall negate or condition this provision.
2. If the land is not developed by PVRS for use as a rescue squad within five years of the date of deed of gift, then the land shall be returned to HSLDF free and clear. HSLDF shall then pay the accumulated fire and rescue standard proffers which would have been paid had this gift not been made.
3. HSLDF has the first right of refusal to purchase the property in the event PVRS decides to sell the land. The purchase price for HSLDF shall be calculated as follows:
  - a. The fair market value of the building and improvements, but not less than the existing mortgage balance; plus,
  - b. The accumulated amount of fire and rescue proffers which would have been paid to both fire and rescue had this gift not been made. HSLDF will annually provide its calculation of the proffer which would have been made but for this gift, which may be verified by PVRS, for ease of calculation in the event this option is exercised.
4. If HSLDF does not exercise its option, then PVRS is free to sell the property with 100% of the proceeds going to PVRS.
5. If this property is condemned by any unit of government, then the parties shall share the proceeds proportionately according to the formula contained in paragraph 3.
6. PVRS will consult with HSLDF concerning its building design.
7. PVRS will provide intensive screening of its building from the balance of the HSLDF land.
8. PVRS will not use sirens to call volunteers and it will make reasonable efforts to conform its use to its proximity to a college.
9. HSLDF will give PVRS an easement for access to water and sewer lines for \$1.

By signing this document all parties agree that this represents an effort to come to a precise mutual understanding of our negotiations but is not a final agreement. Both parties must secure final board approval for a final agreement.

For PVRS: /s/ Robert Ritchie /s/ John Ralph

For HSLDF: /s/ Michael Farris

Said memorandum of understanding has been subsequently approved by the governing boards of both the Owner and PVRs.

Should the aforementioned memorandum of understanding between the Owner and PVRs or any subsequent agreement pursuant thereto be terminated or not performed by either party for any reason, the Owner will provide for the following contributions for fire and rescue services:

- A. a one-time contribution of seven cents (\$0.07) per square foot contemporaneous with the issuance of a zoning permit for any building in the Plan, payable to the Town, for distribution to the primary volunteer fire and rescue company(ies) providing service to the Property (amount of said contribution shall be adjusted upward to reflect changes in the Consumer Price Index as prepared for the Metropolitan Washington Statistical Area from the date of the approval of the rezoning), and
- B. an annual contribution of seven cents (\$0.07) per square foot of construction to support the operational costs of the fire and rescue company(ies) providing service to the Property. Said contribution will be calculated on the first day of January each year based on the total square footage occupied on that date. Said contribution will be paid and dispersed by the Owner in equal shares directly to the primary servicing fire company and the primary servicing rescue company (amount of said contribution shall be adjusted upward to reflect changes in the Consumer Price Index as prepared for the Metropolitan Washington Statistical Area from the date of the approval of the rezoning).

7. The Owner will provide a detailed landscape plan as part of the Site Plan for each phase of development prior to final site plan approval for said phase. Each landscape plan will address signage, campus planting, treescape along the road frontage, and transitional screening along boundaries of contiguous properties as affected by that phase of development. Said landscape plan will also seek to balance the desire to preserve and incorporate existing vegetation with the needs for total campus development and beautification. The Owner commits that all signage and landscaping will conform to Town requirements and that said detailed landscape plans are subject to approval by the Zoning Administrator.

8. As part of the first phase of development, the Owner will designate a 35-foot wide frontage area on the Property within the setback area spanning Rte. 287 from Hirst Drive south to Rte. 7 Business and grant a ten-foot wide public-access easement to the Town for bicycle and pedestrian use on the asphalt trail described herein. The Owner will construct at its sole expense, in said easement, an eight-foot wide, asphalt public bicycle and pedestrian trail, offset and screened from the road by trees, to serve as an extension of the W&OD Bike Trail from where it intersects with Hirst Drive on the east side of Rte. 287 southward along the frontage of the Property to the northern boundary of the site designated for the Purcellville Volunteer Rescue Squad (PVRs). The trail will be constructed in phases consistent with the Plan. Should a public bicycle and pedestrian trail be extended along Main Street to Rte. 287 before the Owner has constructed the trail across its frontage, the Owner will complete the trail across its frontage (excepting that portion across the PVRs site) within one year following said public extension.

9. As part of the first phase of development, the Owner will provide a 20-foot wide easement to the Town for a public water transmission main within the 35-foot wide area specified in #9 above. Should a public water transmission main be extended to the east side of Rte. 287 at any point between the Property entrance at Eastgate Drive and the northern boundary of the Property, the Owner will include, in the next succeeding phase of development, the design and construction of a ten-inch (10") transmission water

main in this easement between that point and the Property entrance at Eastgate Drive in accordance with plans approved by the Town. Should a public water transmission main be extended to the east side of Rte. 287 at any point south of the Property entrance at Eastgate Drive and north of the northern boundary of the site designated for the PVRs, the Owner will include, in the next succeeding phase of development, the design and construction of a ten-inch (10") transmission water main in this easement between that point and the Property entrance at Eastgate Drive in accordance with plans approved by the Town.

10. The Owner will make a one-time contribution to the Town for Town Hall building renovations. Said contribution will occur contemporaneous with the issuance of a zoning permit for each phase of development at the rate of three cents (\$0.03) per square foot being constructed in the applicable phase. The amount of said contribution shall be adjusted upward to reflect changes in the Consumer Price Index as prepared for the Metropolitan Washington Statistical Area from the date of the approval of the rezoning.

11. The Owner will annually notify Purcellville Girls Softball (or Loudoun County Park and Recreation Department) and Loudoun Youth Soccer Association of a schedule of availability for any constructed ball fields depicted on the Plan. Reservations will be granted on a first-come, first-served basis to teams from these youth sports organizations provided that the organization demonstrates sufficient liability and accident insurance and which agree to abide by the Owner's policies and rules regarding use of the ballfields. Approved use by said youth sports organizations shall be without charge. The Owner reserves the right to expel any party(ies) for behavior or conduct that it considers incompatible with the Owner's corporate image, mission or philosophy.

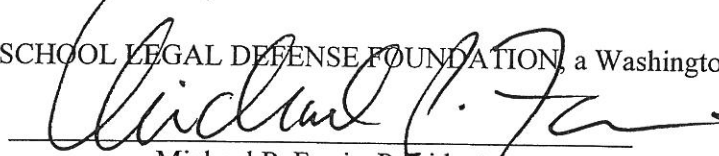
12. All dedications of easement and rights of way shall be free and clear of any and all liens and encumbrances and shall be in a form approved by the Town attorney.

13. This proffer statement shall supersede and replace in total any and all other signed and submitted proffer statements dated prior to the date specified on this proffer statement.

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The undersigned hereby warrants that all of the owners of legal interests in the Property have signed this Proffer Statement, that they have full authority to bind the Property to these conditions and that the Proffers are entered into voluntarily.

By and For HOME SCHOOL LEGAL DEFENSE FOUNDATION, a Washington corporation

  
Michael P. Farris, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that MICHAEL P. FARRIS, whose name as PRESIDENT of HOME SCHOOL LEGAL DEFENSE FOUNDATION, is signed to the foregoing and hereunto annexed Proffer Statement, bearing date on the 8th day of Dec, 1998, has this day acknowledged the same before me in the State and County aforesaid as the act and deed of said company, and has made oath that the same was executed on behalf of said company and by due authority of said company.

GIVEN under my hand this 8th day of Dec, 1998.

  
Notary Public

My Commission Expires 8/31/00